



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

as collateral, the pledgee need not, as a condition to suing on the collateral, attempt to dispose of such notes.

[Ed. Note.—For other cases, see Pledges, Cent. Dig. §§ 186-194; Dec. Dig. § 58.*]

3. Discovery (§ 22*)—Pleading—Answer.—A complete answer to a bill which prayed discovery must be accepted as true unless overcome by other evidence.

[Ed. Note.—For other cases, see Discovery, Cent. Dig. §§ 29-34; Dec. Dig. § 22.*]

4. Bills and Notes (§ 357*)—Actions—"Holder in Due Course."—Notes given for the purchase price of land were untainted by fraud. Thereafter the vendor and purchaser agreed that the contract should be annulled and the notes returned, the land to be reconveyed. The pledgee made reconveyance, but the vendor fraudulently pledged the notes as collateral. Code 1904, § 2141a, subsec. 52, provides that a "holder in due course" is one who has in good faith taken an instrument, complete and regular on its face, not yet dishonored or overdue. Held, that the pledgee of the collateral was a holder in due course, and hence under subsection 57 took the notes free from any defenses available as against the vendor.

[Ed. Note.—For other cases, see Bills and Notes, Cent. Dig. §§ 909-912, 961; Dec. Dig. § 357.*]

For other definitions, see Words and Phrases, First and Second Series, Holder in Due Course.]

5. Bills and Notes (§ 357*)—Pledges of Collateral—Effect.—The pledgee of notes as collateral, being the owner and entitled to enforce them as though the rights of no other person intervened, may be a bona fide purchaser of the notes.

[Ed. Note.—For other cases, see Bills and Notes, Cent. Dig. §§ 909-912; 961; Dec. Dig. § 357.*]

Error to Corporation Court of Lynchburg.

Appeal from Law and Equity Court of City of Richmond.

Suit by the Union Bank of Richmond and others against William M. Anderson, who filed a cross-bill. From a decree for plaintiffs, defendant appeals. Affirmed.

O'Flaherty, Fulton & Byrd, of Richmond, for appellant.

Willoughby Newton, Jr., of Richmond, for appellees.

VIRGINIAN RY. CO. *v.* ECHOLS.

Jan. 12, 1915.

[83 S. E. 1082.]

1. Injunction (§ 133*)—Mandatory Injunction—Hearing.—A mandatory injunction to compel a railroad company, which had changed

*For other cases see same topic and section NUMBER in Dec. Dig. & Am. Dig. Key No. Series & Rep'r Indexes.

the course of a stream, to abate conditions permitting the accumulation of stagnant water in the original bed of the stream, may not be granted in vacation on affidavits supporting the bill over the objection of the company, which denied the allegations of the bill, and the general rule is that where a case made on a bill for an injunction is heard on its merits, the hearing must be had on depositions regularly taken.

[Ed. Note.—For other cases, see Injunction, Cent. Dig. § 302; Dec. Dig. § 133.* 7 Va.-W. Va. Enc. Dig. 619; 14 Va.-W. Va. Enc. Dig. 553.]

2. Injunction (§§ 152, 175*)—Preliminary Injunction—Application.—An application for a preliminary injunction, or for the dissolution of an injunction made before final hearing, may be heard on affidavits only.

[Ed. Note.—For other cases, see Injunction, Cent. Dig. §§ 337, 343, 388; Dec. Dig. §§ 152, 175.* 7 Va.-W. Va. Enc. Dig. 619; 14 Va.-W. Va. Enc. Dig. 553.]

3. Injunction (§ 133*)—Mandatory Injunction—Grounds.—A mandatory injunction will not be granted on a preliminary hearing, except in cases of imperilous necessity and where the right to the relief is clear.

[Ed. Note.—For other cases, see Injunction, Cent. Dig. § 302; Dec. Dig. § 133.* 7 Va.-W. Va. Enc. Dig. 619; 14 Va.-W. Va. Enc. Dig. 553.]

4. Nuisance (§ 30*)—Injunction—Parties.—Where a railroad company acquired from complainant and third persons land to change the course of a stream for its right of way and the change was made at heavy cost, complainant, suing the company to abate conditions permitting the accumulation of stagnant water in the original bed of the stream, should, at the preliminary hearing for an injunction, be required to make the third persons parties, and the issues thereafter disposed of in the usual way.

[Ed. Note.—For other cases, see Nuisance, Cent. Dig. §§ 69-71; Dec. Dig. § 30.* 7 Va.-W. Va. Enc. Dig. 606; 14 Va.-W. Va. Enc. Dig. 551.]

Appeal from Circuit Court, Montgomery County.

Suit by T. H. G. Echols against the Virginian Railway Company. From a decree granting a mandatory injunction, defendant appeals. Reversed and remanded for further proceedings.

Hall & Woods, of Roanoke, *Hunter J. Phlegar*, of Christianburg, and *G. A. Wingfield*, of Norfolk, for appellant.

Harless & Colhoun, of Christianburg, for appellee.

*For other cases see same topic and section NUMBER in Dec. Dig. & Am. Dig. Key No. Series & Rep'r Indexes.